

TOWN OF DAVIE
OFFICE OF THE TOWN ADMINISTRATOR

MEMORANDUM

TO: Mayor and Town Council

FROM: Robert Rawls, Interim Town Administrator

DATE: April 21, 1999

SUBJECT: Trafficways Illumination Agreement for Davie Road Extension

The attached agreement between the Town of Davie and Broward County provides for the inclusion of roadway lighting in the upcoming Davie Road Extension improvement project. This project provides for expansion of the current two-lane roadway section to a five-lane section similar to Davie Road north of Stirling Road and is scheduled for construction by Broward County the second quarter of 2000.

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ENTER INTO AN AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF DAVIE FOR TRAFFICWAYS ILLUMINATION TO DAVIE ROAD EXTENSION FROM UNIVERSITY DRIVE TO STIRLING ROAD AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SUCH DOCUMENT.

WHEREAS, it is considered in the best interest of the Town of Davie, Florida, to enter into an agreement with Broward County for Trafficways Illumination for Davie Road Extension from University Drive to Stirling Road; and

WHEREAS, the Town desires to authorize execution of said agreement, attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie authorizes the appropriate town officials to execute the agreement with Broward County, a copy of which is attached hereto as Exhibit "A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 1999.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 1999.

AGREEMENT

for

TRAFFICWAYS ILLUMINATION

Between

BROWARD COUNTY

and

TOWN OF DAVIE

for

IMPROVEMENTS TO DAVIE ROAD EXTENSION
UNIVERSITY DRIVE TO STIRLING ROAD

Project No. 5141

AGREEMENT

for

TRAFFICWAYS ILLUMINATION

Between

BROWARD COUNTY

and

TOWN OF DAVIE

for

IMPROVEMENTS TO DAVIE ROAD EXTENSION
UNIVERSITY DRIVE TO STIRLING ROAD

Project No. 5141

This is an Agreement made and entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners,

AND

TOWN OF DAVIE, a municipal corporation located in Broward County, Florida, and organized and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "MUNICIPALITY."

WITNESSETH:

WHEREAS, Davie Road Extension from Stirling Road southerly to its intersection with the centerline of Allen Street (Northwest 38th Street) right-of-way, which is a public trafficway (hereinafter referred to as the "trafficway") located within the municipal boundaries of MUNICIPALITY; and

WHEREAS, it is of mutual benefit to the residents of COUNTY and MUNICIPALITY to illuminate the trafficway by installation and maintenance of lighting systems; and

WHEREAS, MUNICIPALITY, by resolution of its governing body adopted on the _____ day of _____, 19____, has approved joint illumination of the

trafficway with COUNTY pursuant to the terms of this Agreement and has authorized the appropriate officers of MUNICIPALITY to execute this Agreement; and

WHEREAS, COUNTY, by action of its Board of County Commissioners on the _____ day of _____, 19____, has likewise approved the joint illumination of the trafficway with MUNICIPALITY and has authorized the appropriate COUNTY officers to execute this Agreement; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payment hereinafter set forth, COUNTY and MUNICIPALITY agree as follows:

1. COUNTY and MUNICIPALITY shall participate in the illumination of the trafficway in the manner set forth in this Agreement.
2. COUNTY and MUNICIPALITY agree and understand that the trafficway will remain classified as a COUNTY road.
3. COUNTY shall perform the following:
 - (a) Prepare or cause to be prepared sodium vapor design plans and specifications for the illumination of the trafficway. Such plans and specifications shall be reviewed and approved by the Director of COUNTY's Public Works Department (hereinafter referred to as the "Director") and a representative of MUNICIPALITY and shall substantially conform to the Standard Specifications for Highway Lighting established by the Florida Department of Transportation.
 - (b) In accordance with the approved design plans and specifications, a lighting system shall be installed along the trafficway. The lighting system so installed shall remain the property of COUNTY after installation and shall not be moved or relocated without the express written consent of the Director.
 - (c) Issue written notification to MUNICIPALITY that street light system has been constructed and is ready for electrical service.
4. MUNICIPALITY shall perform the following:
 - (a) Authorize electric utility company to turn on electric service to street light system and authorize utility to bill city.
 - (b) Pay all electrical energy charges relating to the operation of the lighting system used in the illumination of the trafficway.

- (c) If the length of the trafficway or any portion of such length is coterminous with the jurisdictional boundaries of MUNICIPALITY, MUNICIPALITY shall pay the utility charges for a number of street lights based on MUNICIPALITY's frontage along the referenced trafficway.
 - (d) Maintain the lighting system along the trafficway in accordance with the approved design plans and specifications and in substantial conformance with the Standard Specifications for Highway Lighting adopted by the Florida Department of Transportation. As part of such maintenance responsibility, MUNICIPALITY shall keep in good repair and replace defective or worn out lighting system parts and equipment.
- 5. Both COUNTY and MUNICIPALITY, which are state agencies or subdivisions, as defined in Section 768.28, Florida Statutes, agree to be fully responsible for acts of negligence of their respective agents or employees when acting within the scope of their employment or agency, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract. Any claim, objection, or dispute arising out of the terms of this contract shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.
- 6. This Agreement does not affect responsibility for installation and maintenance of traffic control signals and devices along the trafficway.
- 7. After consultation with MUNICIPALITY, the Director shall decide all questions, difficulties, and disputes of any nature which may arise under or by reason of the illumination of the trafficway(s) pursuant to the terms of this Agreement.
- 8. This Agreement may be terminated for cause by either party upon thirty (30) days written notice given by the terminating party to the other party.
- 9. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. No modification, amendment, or alteration in the terms or conditions contained

herein shall be effective unless contained in a written document executed with the same formality and of equal dignity hereto.

10. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the _____ day of _____, 19____, and TOWN OF DAVIE, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and Ex-Officio
Clerk of the Board of County
Commissioners of Broward
County, Florida

By _____
Chair

_____ day of _____, 19____.

Approved as to form by the Office of County Attorney
Broward County, Florida
NOEL M. PFEFFER, Interim County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
JUDITH C. ELFONT
Assistant County Attorney

AGREEMENT FOR TRAFFICWAYS ILLUMINATION BETWEEN BROWARD
COUNTY AND THE TOWN OF DAVIE FOR IMPROVEMENTS TO DAVIE ROAD
EXTENSION UNIVERSITY DRIVE TO STIRLING ROAD (Project No. 5141)

TOWN

WITNESSES:

TOWN OF DAVIE

By _____
Mayor-Commissioner

_____ day of _____, 19____

ATTEST:

Town Clerk

Town Manager

(CORPORATE SEAL)

_____ day of _____, 19____

APPROVED AS TO FORM:

By _____

Town Attorney

JCE:dp
davieill.a01
03/2/99
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